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Section SF 1449 - CONTINUATION SHEET

SOLICITATION PROVISIONS

SPECIAL PROVISIONS TO ALL VENDORS: PLEASE READ THE FOLLOWING COMMENTS.

SPECIAL PROVISION 1: ALL OFFERS ARE TO BE SUBMITTED BY E-MAIL TO acqnet@anad.army.mil OR ELECTRONIC FAX @ 256-240-3077 EXT 2222. OFFER NOT RECEIVED IN ITS ENTIRETY BY THE SPECIFIED TIME (HOUR) WILL BE CONSIDERED NON-RESPONSIVE. THIS INSTALLATION HAS ONLY ONE FAX NUMBER FOR ELECTRONIC OFFERS. OFFERORS THAT WAIT UNTIL LAST MINUTE TO SUBMIT OFFERS DO SO AT THEIR OWN RISK BECAUSE NUMEROUS FAXED DOCUMENTS BEING RECEIVED MAY DELAY RECEIPT OF YOUR OFFER.

SPECIAL PROVISION 2: THE FOLLOWING DOCUMENTS ARE A PART OF THE SOLICITATION:

(1) Evidence of Authority To Sign Offers

SPECIAL PROVISION 3: QUOTE MUST BE SUBMITTED ON STANDARD FORM 1449. QUOTERS THAT FAIL TO FURNISH REQUIRED REPRESENTATIONS OR INFORMATION, OR REJECTS THE TERMS AND CONDITIONS OF THE REQUEST FOR QUOTE MAY BE EXCLUDED FROM CONSIDERATION.

SPECIAL PROVISION 4: IT IS YOUR RESPONSIBILITY TO FURNISH ALL INFORMATION REQUESTED. WE WILL NOT CONFIRM INFORMATION BY TELEPHONE. IF YOU DO NOT FULLY RESPOND (SUCH AS PRICE, DELIVERY DATE) TO THE REQUEST FOR QUOTATION, YOU WILL BE DETERMINED NON-RESPONSIVE.

SPECIAL PROVISION 5: VENDOR MUST ACCEPT GOVERNMENTAL SMART PAY VISA CREDIT CARD OR PROVIDE THEIR ELECTRONIC FUNDS TRANSFER ADDRESS. CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION PROGRAM BEFORE AND AWARD WILL BE ISSUED.

SPECIAL PROVISION 6: ONLY ONE AWARD WILL BE MADE.

SPECIAL PROVISION 7: CONTRACTOR DELIVERY: IF THE DELIVERY DATE FALLS ON THE DEPOT'S NON-WORKING FRIDAY, FRIDAY HOLIDAY, OFFICIAL FRIDAY SHUTDOWN OR A WEEKEND, THE MATERIAL WILL BE DELIVERED THE FOLOWING MONDAY. IF THE DELIVERY DATE FALLS ON ANY OTHER WEEKDAY FEDERAL HOLIDAY OR OFFICIAL SHUTDOWN, THE MATERIAL WILL BE DELIVERED THE FOLLOWING DEPOT WORKDAY.

SPECIAL PROVISION 8:

PLEASE REVIEW THE ACCURACY OF YOUR CENTRAL CONTRACTOR REGISTRATION (CCR) INFORMATION. THE DEPARTMENT OF DEFENSE BEGAN USING A NEW REPORTING SYSTEM IN FISCAL YEAR 2005. THE SYSTEM WILL AUTOMATICALLY PULL INFORMATION FROM THE CCR. IT IS IMPERATIVE THAT THE INFORMATION FOR YOUR COMPANY IS CORRECTLY RECORDED. AWARDING OF A CONTRACT TO A PARTICULAR COMPANY COULD BE IMPACTED BY THE INFORMATION FOUND AT THE CCR.

COMPLETE THE FOLLOWING INFORMATION:

ACC	CEPT VISAYESX_NO	
IF N	O: EFT ADDRESS: 091904610 Annandale State Bank	
	Account # 4035518	
FED	DERAL TAX IDENTIFICATION NO: 270037220	
DUI	N & BRADSTREET NUMBER: 780178260	_
CAC	GE CODE: 4FCL3	
CEN	TRAL CONTRACTOR REGISTRY: X YES NO	
FAX	# 866-869-8642	
VEN	IDOR POC & PHONE NUMBER: Craig Stolpestad 763-390-0848	-
ITEM NO 0001	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 10 Plate	AMOUNT
	FSC: 9515 Name: PLATE ARMOR Part Number: MIL-DTL-12560 FFP Description: PLATE ARMOR, 2"TK X 48" X144" MIL-DTL-12560 FOB: Destination NSN: 951500X456296 MILSTRIP: W31G1Y71011014	

NET AMT

Page 5 of 40

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

0002

10 Plate FSC: 9515 Name: PLATE ARMOR Part Number: NA

FFP

PLATE ARMOR .875"TK4'X12' 12560

FOB: Destination NSN: 9515010357738

MILSTRIP: W31G1Y71011015

PURCHASE REQUEST NUMBER: W31G1Y71011015

NET AMT

ITEM NO 0003

SUPPLIES/SERVICES

QUANTITY 20

UNIT Plate

UNIT PRICE

AMOUNT

FSC: 9515 Name: PLATE ARMOR Part Number: N/A

FFP

Description: PLATE ARMOR ALUM .75"TK6X8 5083, 46027

FOB: Destination NSN: 953500X060139

MILSTRIP: W31G1Y71011016

PURCHASE REQUEST NUMBER: W31G1Y71011016

NET AMT

CLAUSES INCORPORATED BY REFERENCE

Central Contractor Registration	JUL 2006
Time of Delivery	JUL 1999
	FEB 1997
Recovered Material Certification	OCT 1997
Central Contractor Registration (52.204-7) Alternate A	NOV 2003
Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
The Government of a Terrorist Country	
	JUN 2005
Qualifying Country Sources As Subcontractors	APR 2003
Duty-Free Entry	OCT 2006
	Notice To The Government Of Labor Disputes Recovered Material Certification Central Contractor Registration (52.204-7) Alternate A Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country Offeror Representations and Certifications- Commercial Items Qualifying Country Sources As Subcontractors

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.0000-4200 PLACE AND METHOD OF DELIVERY

All methods of shipment, except rail, will be made to the following address:

ANNISTON ARMY DEPOT CENTRAL RECEIVING POINT (CRP) BUILDING 513 7 FRANKFORD AVE ANNISTON, AL 36201-4199

MARKED FOR: CRP – BLDG 513 W911KF-07-

Rail Shipments:

TRANSPORTATION OFFICER ANNISTON ARMY DEPOT BYNUM, AL 36253

MARKED FOR: W911KF-07-

(End of clause) October 2006

52.0000-4204 COVERAGE OF OPEN DELIVERY TRUCKS

All open delivery trucks or other delivery vehicles shall be covered with a tarp or other means to preclude paper or other materials from blowing out along the roadways.

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to: HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-18E3401
Fort Belvoir, VA 22060-55:27

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to: HQ Army Materiel Command Office of Command Counsel Room 2-1SE3401 1412 Jackson Loop Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at: http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is (256) 240-3077 extension 2222. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). The maximum file size for this FAX number is 4K. Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to anadacqnet@conus.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our "Vendor Response Module." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the Vendor Response Module is available at http://www.procnet.anad.army.mil/, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or

electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Ar niston, AL 36201-4199, prior to the opening or closing of the solicitation.

(End of provision) March 2007

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

- 1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.
- 2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.
- 3. For each contract, provide:
- a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.
 - b. Name of contracting activity/commercial firm.
 - c. Contract Number.
 - d. Contract type (fixed price or cost reimbursable).
 - e. Total contract value.
 - f. Description of work/NSN, Part Number, Nomenclature.
 - g. Contracting officer/contract manager, telephone number, and email address.
 - h. Administrative contracting officer, if different from g. above, telephone number, and email address.
 - i. A brief summary of work performed under each contract cited.
- j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.
 - k. Information on problems encountered on the contract and actions taken to correct problems identified.
- 4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor.
- 5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.
- 6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.
- a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.

- b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.
- 7. The government reserves the right to consider information from other sources in its evaluation.
- 8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated August 2003

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.000-4905 RECEIVING HOURS

a. Receiving hours for deliveries to the Receiving Area (see paragraph b):

DAYS PER WEEK

HOURS

7:00 a.m. - 12:00 p.m.

Monday - Friday

and

12:40 p.m. - 2:00 p.m.

b. Normal Depot working hours are as follows:

DAYS PER WEEK

HOURS

7:00 a.m. - 12:00 p.m.

Monday – Thursday

and

12:30 p.m. - 4:30 p.m.

7:00 a.m. - 12:00 p.m.

Every Other Friday

and

12:30 p.m. - 3:30 p.m.

- c. Anniston Army Depot will be closed Saturdays, Sundays, Federal Holidays, and every other Friday.
- d. Details of this order/contract should not be discussed with anyone other than the Contract Administrator whose name and telephone number are shown in the ADMINISTERED BY block of the order/contract. Should you receive any inquiry(ies) from any source other than as indicated above, we would appreciate you contacting us in writing or by telephoning the appropriate administrator at Anniston Army Depot.
- e. If the purchase/contract/delivery order number is not noted on the shipping document or marked clearly on the box/package, it will be REJECTED.

(End of clause)

52.211-16 **VARIATION IN QUANTITY (APR 1984)**

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:
- 10 Percent increase
- 10 Percent decrease

This increase or decrease shall apply to each line item.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements proclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (http://assist.daps.dla.mil).
- (ii) Quick Search (http://assist.daps.dla.mil/quicksearch).
- (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR

Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

- 1. Complete and return (electronically) one entire copy of solicitation package.
- 2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
- 3. Review required delivery schedules in clauses entitled "Time of Delivery" and consider giving expedited delivery schedule.
- 4. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. http://orca.bpn.gov.
- 5. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
- 6. Telegraphic and telephoric offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
- 7. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use

procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.

- 8. Furnish copy of Warranty with quotation.
- 9. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

ADDENDUM TO 52.212-1c is changed as follows:

Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business con-	ern means a small business concern-
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- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern" means a small business concern-

Partnership;

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

they are accuracy of the official s Tile.
(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
X Sole proprietorship;

Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it (3) is, (3) is not a small business concern.
(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, (\times) is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, (3) is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it (x) is (

-) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, (x) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a womenowned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it (x) is, () is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

$\underline{\times}$ 50 or fewer $\underline{\times}$ \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000\$10,000,001 - \$17 million
Over 1,000 Over \$17 million

- (9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
- (i) General. The offeror represents that either--
- (A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (3) has, ()(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It () is, (x) is not a HUHZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):
Black American.
Hispanic American.
X Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific America (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(d) Certifications and representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It () has, (3) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
(ii) It () has, (x) has not, filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that-
- (i) It () has developed and has on file, (×) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It (x) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act-Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Balance of Payments Program-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act.—Supplies."

2) Foreign End Products:	
Line Item No.:Country of Origin:	-
List as necessary)	

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)
 (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan enc products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

	••
	
[List as necessary]	
or this provision) as defined in the clause of Israeli Trade Act." The offeror shall list as States that do not qualify as domestic end p	at are foreign end products (other than those listed in paragraph (g)(1)(ii) of this solicitation entitled "Buy American Act—Free Trade Agreements—other foreign end products those end products manufactured in the United products.
Other Foreign End Products:	
LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	
[Dist as necessary]	
(iv) The Government will evaluate offers in	n accordance with the policies and procedures of FAR Part 25.
to the clause at FAR 52.225-3 is included i paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the follow	ments—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I in this solicitation, substitute the following paragraph (g)(1)(ii) for owing supplies are Canadian end products as defined in the clause of this Free Trade Agreements—Israeli Trade Act":
[List as necessary]	
	ments—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate d in this solicitation, substitute the following paragraph (g)(1)(ii) for
(g)(1)(ii) The offeror certifies that the follo defined in the clause of this solicitation ent	wing supplies are Canadian end products or Israeli end products as itled "Buy American ActFree Trade AgreementsIsraeli Trade Act":
Canadian or Israeli End Products:	
Line Item No.:	Country of Origin:
4.11	
[List as necessary]	i
. 23	

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5. Trade Agreements. is included in this